

NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold their regularly scheduled council meeting on Thursday, April 9, 2015, at the Millville City Office, 510 East 300 South in Millville, Utah, which meeting shall begin promptly at 7 p.m. (Please note the time given to each agenda item is an approximate time.)

1. Call to Order / Roll Call – Mayor Michael Johnson.
2. Opening Remarks / Pledge of Allegiance – Councilmember Mayor Michael Johnson..
3. Approval of agenda and time allocation.
4. Approval of minutes of the previous meeting – March 26, 2015.
5. Action Items—
 - A. Report on Planning Commission Meeting held April 2, 2015 –Commissioner Jim Hart – 7:03 p.m.
 - B. Consideration of a Business License – For The Dog LLC – Amy Eskelsen – 7:05 p.m.
 - C. Consideration of Rezone Request on Parcels 03-037-0019, 03-037-0020, 03-037-0055 from Open Space to Residential-1 / City Zoning Map Update - Mayor Michael Johnson – 7:07 p.m.
 - D. Report from Cache County Sheriff's Office - Sheriff Chad Jensen – 7:10 p.m.
 - E. Cache County Sheriff's Contract for Law Enforcement Services and Animal Control Services – Mayor Michael Johnson – 7:20 p.m.
 - F. Proposal for Storm Drain on 100 West 100 North – Superintendent Gary Larsen – 7:25 p.m.
 - G. Sewer line Extension on 200 North from Canal to 100 West – Superintendent Gary Larsen – 7:30 p.m.
 - H. Bills to be paid.
6. Discussion Items—
 - A. City Reports.
 1. Roads/Sidewalks – Superintendent Gary Larsen.
 2. City Parks – Superintendent Larsen.
 3. Culinary Water System – Superintendent Larsen.
 - B. Review of Business Licenses for 2015 – Recorder Rose Mary Jones.
 - C. Councilmember Reports.
 - D. Other items for Future Agendas.
7. Adjournment.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during public meetings should notify Rose Mary Jones at (435)752-8943 at least three working days prior to the meeting.

Notice was posted on April 6, 2015, a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was sent electronically to the Utah Public Meeting Notices website (<http://www.utah.gov/pmnl/index.html>) on April 6, 2015.


Rose Mary A. Jones, Recorder

MILLVILLE CITY COUNCIL MEETING
City Hall - 510 East 300 South - Millville, Utah
March 26, 2015

PRESENT: Michael Johnson, Michael Callahan, Cindy Cummings, Julianne Duffin, Mark Williams, Ryan Zollinger, Rose Mary Jones, Tara Hobbs, Harry Meadows, Gary Larsen, Martha Balph

Call to Order/Roll Call

Mayor Michael Johnson welcomed everyone to the Council Meeting calling the meeting to order at 7:05 p.m. The roll call indicated Mayor Michael Johnson and Councilmembers Michael Callahan, Cindy Cummings, Julianne Duffin, Mark Williams, and Ryan Zollinger were in attendance; also Treasurer Tara Hobbs and Recorder Rose Mary Jones were present.

Opening Remarks/Pledge of Allegiance

Councilmember Duffin led all present in the pledge of allegiance and then offered a prayer.

Approval of agenda and time allocations

The agenda for the City Council Meeting of March 26, 2015, was reviewed. Mayor Johnson noted that Sheriff Chad Jensen would be unable to attend the meeting, as he is out of town. Councilmember Williams moved to approve the agenda moving the items regarding the Report from Cache County Sheriff's Office, Cache County Sheriff's Contract for Law Enforcement Services and Animal Control Services to the next meeting. Councilmember Cummings seconded. Councilmember Callahan, Cummings, Duffin, Williams, and Zollinger voted yes. (A copy of the agenda is included at Attachment "A".)

Approval of minutes of the previous meeting

The Council reviewed the minutes of the City Council Meeting held March 12, 2015. Councilmember Cummings moved to approve the minutes of the March 12, 2015 meeting. Councilmember Duffin seconded. Councilmember Callahan, Cummings, Duffin, Williams, and Zollinger voted yes. (A copy of the minutes are included as Attachment "B".)

Youth Council Report

Councilmember Duffin reported to the Council on the activities that the Youth Council have participated in as follows:

- In February, seventeen of the Youth Council attended the Legislature at the State Capitol in Salt Lake City where they were able to see a bill regarding a seat belt law debated on the floor. This was pertinent and a great learning experience for the youth. Afterwards, they had lunch with Representative Curt Webb who discussed with them how a bill is sponsored, and then toured the Capitol Building.

- Also in February, they participated at the Dog Clinic in the registration of animals.
- In March, they attended the Youth Council Leadership Conference at Utah State University where they won \$50, taking 5th place in the Council Challenge; they were also presented with the prestigious award given to the council who showed outstanding enthusiasm, leadership, and team work at the conference. The plaque received will be displayed in the City's showcase.
- In April - the Easter egg hunt will be on April 5 beginning at 9:30 a.m. The youth filled 2,000 eggs for the activity. There have been extra signs made to advertise the event.

Millville City Water Audit

Superintendent Gary Larsen presented to the Council the water audit for 2014. (A copy of this is included with the minutes as Attachment "C".) Some highlights from the report were:

- The production was 105.47 million gallons for the year, with metered sales for the year at 97.74 million gallons and 92% accounted for.
- The power cost for pumping was \$0.19 per thousand gallons and the booster pumping cost was \$0.17 per thousand gallons, for a combined total of \$0.36 per thousand gallons.
- The peak day for water usage was July 12 with 81% of the water system's capacity being used; however, the total production for July was 65% of that capacity.
- The operating revenue for 2014 was \$338,265 compared to 2013 at \$340,205.

Superintendent Larsen explained the metered sale chart mirrors the well pumping production chart.

There was discussion about the impact the new high school will have on the water consumption for our system. It was noted that during our peak month, school is not in session. They are planning to have another source of water for their outside watering needs. It was suggested that they are planning to drill a well for their secondary water. Development Coordinator Harry Meadows had been contacted about a noise ordinance, as this may involve running a generator 24/7. It was questioned if the City would receive any notice about the well application for the school; it was thought that there should be notification made.

There was some discussion about a shortage of water for this summer and possible drought conditions. It was stated that if there is a push for limiting water usage, the usage would go up. Councilmember Duffin suggested providing information encouraging landowners to aerate and fertilize their lawns to keep them healthier. Residential water consumption is only 6% of all water used; the majority of the water used is for agricultural needs.

Superintendent Larsen emphasized the rate structure for the water system was developed taking into consideration for the valleys and peaks in operating a system. The base rate charged is to cover the basic debt for the system.

PUBLIC HEARING

PRESENT: Michael Johnson, Michael Callahan, Cindy Cummings, Julianne Duffin, Mark Williams, Ryan Zollinger, Rose Mary Jones, Tara Hobbs, Harry Meadows, Gary Larsen, Martha Balph

Councilmember Zollinger moved to open the public hearing to consider a rezone request on Parcels 03-037-0019, 03-037-0020, and 03-037-0055 from Open Space to Residential-1. Councilmember Callahan seconded. Councilmember Callahan, Cummings, Duffin, Williams, and Zollinger voted yes.

The purpose of the hearing is to consider a rezone request on Parcels 03-037-0019, 03-037-0020, 03-037-0055 as requested by Martha Balph from Open Space to Residential-1 and to update the proposed Millville City Zoning Map.

There was no comment from the public.

Councilmember Callahan moved to close the public hearing. Councilmember Cummings seconded. Councilmember Callahan, Cummings, Duffin, Williams, and Zollinger voted yes.

Review Comments Regarding the Balph Rezone Request and Continue to Next Council Meeting

Mayor Johnson reviewed with the Council information from the Utah League of Cities and Towns Powers and Duties Book explaining the procedure for Land Use issues. Following a public hearing on land use, there are ten days that the written objection can be made. Therefore, no action was taken on this item at the meeting.

There was discussion about the procedure to follow regarding land use items.

Councilmember Williams moved to have this as an action item for the next meeting. Councilmember Duffin seconded. Councilmember Callahan, Cummings, Duffin, Williams, and Zollinger voted yes.

Report from Cache County Sheriff's Office

Sheriff Chad Jensen was unable to attend the meeting. This item will be continued to a future meeting.

Cache County Sheriff's Contract for Law Enforcement Services and Animal Control Services

This item was previously continued to a future meeting. Councilmember Duffin requested to have the current contract amounts for sheriff and animal control services available to compare with the new contracts.

Utah League of Cities and Towns Training / Consideration of Cancelling or Rescheduling the April 9, 2015 Council Meeting

Mayor Johnson questioned who would be attending the Utah League of Cities and Towns Training on April 9. Councilmembers Cummings and Zollinger will be attending. As there will be a quorum present, it was decided to have the meeting as scheduled.

Bills to be paid

The bills were presented. They are as follows:

Mike Johnson	50.00	Water
Harry Meadows	965.37	Public Safety
Melanie Nichols	196.44	Easter
Gary Larsen	360.00	Water
Tara Hobbs	115.50	Water
Questar	225.03	Park/Building
Maverik	127.95	Park
Utah Geological Survey	1,555.01	Water
Utah Local Government Trust	248.55	Insurance
Utah League of Cities and Towns	305.00	General
Cache Valley Publishing	65.60	General
Best Western Abbey Inn	284.34	Road
Mountain States Supply Co.	361.45	Water
Staples	583.84	General
CenturyLink	176.65	General
Rocky Mountain Power	1,157.57	Street Lights
Salary Register	8,514.52	

Councilmember Cummings moved to pay the bills for March 26, 2015. Councilmember Williams seconded. Councilmember Callahan, Cummings, Duffin, Williams, and Zollinger voted yes.

Councilmember Williams moved to have this as an action item for the next meeting. Councilmember Duffin seconded. Councilmember Callahan, Cummings, Duffin, Williams, and Zollinger voted yes.

City Reports

Roads and Sidewalks:

Superintendent Larsen discussed with the Council our Main Street which was a State Road and is now a County Road. As the County has jurisdiction for this road, it is in definite need of some repairs; the shoulder of the road is in really bad shape. A letter had been sent to them a few years ago asking to have this repaired. It was the consensus of the Council to send another letter. Recorder Jones was asked to prepare the letter for the Mayor to sign requesting repairs be made.

Superintendent Larsen reported there is a problem in the salt storage shed with pigeons and their droppings. He has done some investigating in how to curtail the problem and found there needs to be netting placed under the rafters so the birds cannot access it. An estimate for the materials to do this would be about \$1,000. This is a project that is proposed to be completed in this fiscal year.

City Parks:

Superintendent Larsen has been approached by Turf-it Landscaping Company who is willing to mow the north park for \$75 per mow. This is lower than the bid from the company used last year. He is planning to award the contract to this company for the summer mowing.

Culinary Water System:

Superintendent Larsen reported the ASR project has placed 32 million gallons of water in the north well. After April 1, the water injection will stop and the withdrawal and monitoring will begin. Utah Geological Survey will be involved and will be doing monitoring from additional sites also.

Superintendent Larsen reported he had been given the approval from the state to upgrade the park well pump from pumping 680 gpm to 900 gpm; however, there are some conditions that go along with that approval. He questioned with the drought situation this year, whether the Council would like to have this done at this time. He indicated the pump is not showing any indication of being worn out; however, this project is budgeted if needed. With a larger pump, the source protection zone would need to be enlarged and updated. There was discussion about the power costs that would increase. The consensus was to wait until the factors point to having this completed. This will continue to be a budgeted item, to allow for funding when needed.

Superintendent Larsen briefly discussed with the Council a proposal to establish a water conservancy district for the Bear River Basin water. There will be a formal presentation

made to the Council in the near future. This district had been proposed a few years ago and was defeated by a general vote of the people. They are planning to bring this to the communities again to discuss the concept. There will be public hearings and it will probably go to a general vote. This district would have its own taxing power. It is proposed that the individual cities would be able to maintain control of their water and the resources they use. The proposal is to develop a vehicle to manage the water and do something with the Bear River water before someone else files on it. Different sites for water storage were discussed by the Council.

As two Councilmembers will not be in attendance at the next meeting, it was decided to have the presentation regarding this moved to the following meeting.

Consideration for Establishing a Recycling Market Development Zone

Councilmember Zollinger reviewed with the Council a sample resolution used to establish a recycling market development zone which would allow for certain state and federal tax credits. In order for businesses to take advantage of this recycling tax credit, the entity must adopt a resolution. It was the consensus of the Council to ask those businesses that would benefit from the legislation to pay the upfront costs of having the resolution drafted for the City's consideration. Councilmember Zollinger will make the contacts to have this considered. (Sample information presented is included with the minutes as Attachment "D".)

Commercial Corridor Development

Development Coordinator Meadows provided information to the Council regarding commercial corridor development. (The information provided is included as Attachment "E".) He explained in the current ordinances there are limited guidelines for building in a commercial zone, basically height restrictions. It was the recommendation of the Council to ask for a proposal from Jake Young, Civil Solutions Group, to see what the cost would be to have some guidelines established for the proposed commercial area. Development Coordinator Meadows will make the contact and work with Mr. Young.

Development on Private Roads

Development Coordinator Meadows reviewed with the Council references made in the ordinances to private roads and private lanes. (A copy of this information is included with the minutes as Attachment "F".) He asked for direction whether these should be removed from the ordinances or whether guidelines should be established for them. The consensus of the Council was to have him research additional information, perhaps from Nibley City, on their private roads and what stipulations they have in developing them.

City Budget

Mayor Johnson requested the Council to provide proposals for department budgets to be considered in the budgeting process.

Councilmember Cummings discussed the CERT Program and the need for budgeting for it. She explained there had been great participation at the first class offered by the City but very little interest for the next class.

Councilmember Cummings indicated she felt it would be appropriate to look into some type of a solar panel to power the Emergency Radio Operations Center.

Councilmember Reports

Councilmember Duffin stated she is in the process of compiling suggestions and corrections to the General Plan for the Council to review. She requested that any information be submitted to her by April 1.

Councilmember Duffin reported she had talked with David Zook from Nibley City. A small portion of the Nibley City boundary is on the east side of the river. Nibley has planned a walking trail that goes along the east side of the river from the high school to the mouth of Blacksmith Fork Canyon. She invited other Councilmembers to walk the proposed path. It was noted if there are three members of the Council present for this purpose, it would be considered a meeting and should be advertised as such.

Other Items for Future Agendas

Recorder Jones indicated because the Council packet was so large for this meeting, the City website would not allow her to put the information for the agenda/packet on the site as one document. The website capacity may need to be addressed in the future.

Development Coordinator Meadows discussed property between 100 East and 200 East on 100 South, the road right of way for some reason had been set as seven rods. All other road right of ways in the City were six rods. It was proposed to vacate the one rod to make it conforming to other road right of ways. Surveyor Jeff Hansen, Engineer Zan Murray and the City staff will be involved in preparing this proposal for vacating property. When the description, etc. is completed, a public hearing will be required as outlined in Utah Code 10-9a-208. It is the consensus that surveying with corner markers should be completed on this property.

Adjournment

Councilmember Cummings moved to close the meeting. Councilmember Zollinger seconded. Councilmember Callahan, Cummings, Duffin, Williams, and Zollinger voted yes. The meeting adjourned at 8:56 p.m.

DRAFT

MILLVILLE PLANNING COMMISSION MEETING

City Hall - 510 East 300 South - Millville, Utah

April 2, 2015

1. Roll Call:

Chairman Jim Hart, Commissioners Bonnie Farmer, Garrett Greenhalgh, Larry Lewis (Alt.), and Natalie Smith (Alt.).

Others Present:

Development Coordinator Harry Meadows, Councilman Michael Callahan, Jason Leishman, Michael Kelly, Kyle Pence and associate. Secretary Adria Davis recorded the minutes.

2. Opening Remarks/Pledge of Allegiance

Chairman Hart opened the meeting at 8:00 p.m.
He led those present in the Pledge of Allegiance.

3. Review and Approval of agenda

The agenda for the Planning Commission meeting of April 2, 2015 was reviewed. A motion was made by Commissioner Farmer to approve the agenda as outlined. Commissioner Smith (Alt.) seconded. Commissioners Farmer, Greenhalgh, Hart, Lewis (Alt.) and Smith (Alt.) voted yes, with Commissioners Dickey and Thompson excused.

4. Review and Approval of the Minutes of the Planning Commission Meeting

The minutes for the meeting of February 5, 2015 were reviewed. A motion was made by Commissioner Farmer recommending approving the minutes as outlined. Commissioner Greenhalgh seconded. Commissioners Farmer, Greenhalgh, Hart, Lewis (Alt.) and Smith (Alt.) voted yes, with Commissioners Dickey and Thompson excused.

5.A. Request for Sign Permit from Julie Redd at Sign Pro. The sign will be for 'The Smooth Shop' located at 695 W. 1700 S. bldg. 8, Millville, in the Zollinger Commercial Warehousing area.

Commissioner Greenhalgh made a motion to approve the request as outlined. Commissioner Lewis (Alt.) seconded. Commissioners Farmer, Greenhalgh, Hart, Lewis (Alt.) and Smith (Alt.) voted yes, with Commissioners Dickey and Thompson excused.

5.B. Review and approval for zoning clearance for building permit by R. Michael and Elsie Kelly to replace existing front porch of residence at 215 South 100 East Millville, UT 84326.

The request is for repairs that need to be done for a leaking roof over the existing porch. The homeowner had a variance that was granted in 1994 to allow them to replace the existing porch which encroached upon the city setback. It was originally granted based on the pre-existing foundation. The old roof was flat and the new one will be pitched, to prevent future issues with leaking. Commissioner Lewis (Alt.) made a motion to approve the clearance. Commissioner Smith (Alt.) seconded. Commissioners Farmer, Greenhalgh, Hart, Lewis (Alt.) and Smith (Alt.) voted yes, with Commissioners Dickey and Thompson excused.

6.A. City council reports

The commissioners received copies of the minutes from the February 12, February 26, March 12 and March 26, 2015 City Council meetings. There was some discussion regarding the Master Plan. It will

be modified and adjusted by the city council. There will be more discussion on the future planning documents to be held at upcoming city council meetings.

6.B. Agenda Items for Next Meeting

Finalization of the Mond Aire Preliminary Drawing
Possible minor subdivision

6.C. Other discussion items:

A ham radio station and tower has been installed in the office in the museum.

A follow up inquiry was made by secretary Adria Davis to gather information necessary for setup of electronic documents for the commissioners. We will be moving ahead with this new process.

7. Calendaring of future Planning and Zoning Meeting

The next Planning Commission meeting will be held Thursday, April 16, 2015 at 8:00 p.m.

8. Assignment of Representative for City Council Meeting

Jim Hart will be representing the planning commission at the April 9, 2015 meeting. He will be sworn in for another term as planning commission chairman.

9. Adjournment

Chairman Hart moved to adjourn the meeting at 8:33 p.m.



Millville City
 PO Box 308
 510 East 300 South
 Millville, Utah 84326
 (435) 750-0924 FAX (435) 750-6206
 www.millvillecity.org

CHECK APPLICABLE BOX	
<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> New Application
<input checked="" type="checkbox"/> Home Business	<input type="checkbox"/> Application Amendment
CHANGE OF:	
<input type="checkbox"/> Ownership	<input type="checkbox"/> Business Name
<input type="checkbox"/> Address	<input type="checkbox"/> Business Description

Business License Application

For businesses with a permanent physical location within the Millville City limits.
 This is not the application for special events, temporary businesses or solicitors.

License No. _____

Date Received _____

SECTION I: Business Information

Application Contact: AMY ESKELSEN Contact Ph: 435-232-6032

A. Business Name "DBA": FOR THE DOG LLC

B. Business Location: 35 E. 300 S. Millville, UT 84326
Street Address (include unit #)

C. Mailing Address: P.O. BOX 720 Same as "B. Business Location"
ATTN: Street (include unit#);/PO Box address City, State, Zip

D. Local Business Ph: 435-232-6032 Fax: _____ www: _____

SECTION II: Business Description — General (complete the commercial or the Home Business AND the far right column)

COMMERCIAL

Building/plaza: _____

Is this a secondary use within an existing business location?

Yes, in _____ No

Hours of Operation: _____

Type of Operation: (mark all that apply)

- Sales/Service: Customers typically come on site
- Sales/Service: Customers rarely come on-site
- Service no sales
- Fresh food service and/or preparation
- Manufacturing
- Medical/dental
- Daycare
- Instruction
- Preschool
- Other: DOG TRAINING

Previous use of location: _____

HOME BUSINESS

Please Note:

A home business does not change the aesthetic character of the area and zone.

On-site employees? Yes No

If yes,
 Up to how many? _____ Working hours? _____
 Where will they park? _____

On-site customers? Yes No

If yes,
 Up to how many per day? _____
 Up to how many per week? 8
 Where will they park? DRIVEWAY PARK STRIP

On-site business will be performed from a:

- (mark all that apply)
- Home office Garage/storage room
 - Desk and chair Carport/driveway
 - Shed/out building Vehicle
 - Other: OUTSIDE LAWN

Do you intend to set-up off-site?

(i.e. in parking lot, at festivals, within stores)
 Yes No

Proposed start date: ASAP

This Business Includes:

Yes No

- Signage
- Alcohol sales and/or services
- Live entertainment on-site
- Door-to-door solicitation
- Fireworks sales on-site
- Vending machines on-site
- On-site secondary business
- On-site events (ie. community party parking lot/sidewalk sales)
- Investment advice and/or service
- Pesticides use and storage
- Hazardous materials use and storage
- Vehicle sales
- Firearms or explosives sales
- Care of children or preschool
- Any construction jobs over \$1,000
- Piercing, tattooing, perm, make-up
- Used merchandise transactions
- Changes to existing garbage service
- Vehicles, trailers, mowers, etc. (stores on site)
- Electrical, plumbing, structural, or mechanical changes to site

SECTION III: Business Description — Specific (attach additional pages if necessary)

DOG TRAINING IN CLIENTS HOME AND GROUP CLASSES HELD SPRING SUMMER AND FALL. GROUP CLASSES ARE ONCE PER WEEK FOR 6 WEEKS. CONSIST OF ONLY 8 CLIENTS PER CLASS

SECTION IV: Additional Information

E. Utah State Tax Commission — Sales Tax Number: EIN# 87-0622398 Not applicable

F. State & federal regulatory agency licensing info: _____ Not applicable
(Not referring to an EIN or entity number)

G. Did you use "One-Stop Online Business Registration" to Register your business with state and federal agencies?
 Completely Partially Not at all I do not know — someone else did it

H. Previous Business Name: Amy's Pet Sitting Service Not applicable

I. Previous Business Location: _____ Not applicable

SECTION V: Ownership (Parent business entity and business officer information)

Parent Entity
 Parent Business Name: FOR THE DOG LLC same as "A. Business Name DBA"
 State Entity Type: Sole Proprietorship Partnership LLC Corporation Non-Profit Corporation (w/501 c3 letter)

Officers (1)

Officer Name: <u>AMY ESKELSEN</u>	Contact Ph. <u>435-232-6032</u>	Sole Prop./Partnership	LLC	Corporation
Home Address: <u>35 E. 300 S. P.O. BOX 720</u> <small>Street (include unit #) / PO Box Address</small>	<u>Millville Ut 84326</u> <small>City, State, ZIP</small>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Local Manager	<input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> Local Manager	<input type="checkbox"/> President <input type="checkbox"/> Director <input type="checkbox"/> Officer <input type="checkbox"/> Local Manager

This person can be contacted in the event of an after-hours police or fire emergency.

Officers (2)

Officer Name: _____	Contact Ph. _____	Sole Prop./Partnership	LLC	Corporation
Home Address: _____ <small>Street (include unit #) / PO Box Address</small>	_____ <small>City, State, ZIP</small>	<input type="checkbox"/> Owner <input type="checkbox"/> Local Manager	<input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> Local Manager	<input type="checkbox"/> President <input type="checkbox"/> Director <input type="checkbox"/> Officer <input type="checkbox"/> Local Manager

This person can be contacted in the event of an after-hours police or fire emergency.

SECTION VI: Notification and Verification of Authority

- Mandatory review process** – this application does not constitute a business license. All applications are subject to the review process mandated by Title 5 of the Municipal Code. Incomplete applications will not be processed. Decisions on applications will take 15 days (minimum), and are made based on:
 - the information provided on the application, and
 - review of the Mayor and City Council
- Additional Requirements** – Under the Municipal Code, additional Business License application requirements are necessitated for some business types.
- Denial of License** – Application denial or subsequent license suspension or revocation are most often the result of:
 - an inaccurate or incomplete application, or failure to update information with the City and/or
 - non-compliance with the Municipal Code, Land Use Code, and/or applicable building, fire, and environmental codes.
- Other regulatory bodies** – It is the applicant's responsibility to determine and comply with any requirements from other regulatory agencies.
- Signage** – Permanent signage requires a separate Sign Permit Application, which is located on the city web site, Millvillecity.org.
- Building alterations** – All alterations to buildings or spaces, including electrical, plumbing, and mechanical alterations, require a separate building application.

I/We hereby agree to conduct said business strictly in accordance with the business license regulations as set forth in the Millville City Code, and swear under penalty of law the information contained herein is true.

Signature of Owner/Authorized Agent _____ Printed Name _____ Date _____

SECTION VII: For administration use only

Classification: Conforming Non-Conforming Child Care Home Business Low Impact Medium Impact

Conditional Use: (If box is checked see conditions)

Agree Do not agree Signature: [Signature] Date: 2 APR 2015

Yes No City Council grants permission Signature: _____ Date: _____

FEES \$25.00 **PAYMENT TYPE** RECEIPT

ORDINANCE 2015-

(Martha Balph Property Rezone)

WHEREAS, the owner of certain real property, described below, desire to rezone such real property within the corporate limits of Millville City, Utah; and

WHEREAS, said owner has caused a Petition for Rezone to be filed with the city, together with an accurate plat of the real property and supplementary studies for parcels identified as 03-037-0016, 03-037-0019, 03-037-0020, 03-037-0055 from Open Space to Residential-1 requested by Martha Balph; and

WHEREAS, on November 6, 2014, November 20, 2014, December 4, 2014, December 18, 2014, and January 15, 2015, the Millville City Planning Commission reviewed the request for rezoning of property from Open Space (OS) to Residential (R-1); and

WHEREAS, the Planning Commission held a public hearing on November 20, 2014; and

WHEREAS, the Planning Commission continued to study the request and was presented with a Geologic Assessment of Potential for Mudflow and Debris flow Hazards on said property; and

WHEREAS, the petitioner receded the request for rezoning parcel 03-037-0016; and

WHEREAS, the Planning Commission voted in favor of recommending the rezone for parcels 03-037-0019, 03-037-0020, 03-037-0055 from Open Space (OS) to Residential-1 (R-1); and

WHEREAS, the Planning Commission made this recommendation to the City Council to consider the rezone request on January 22, 2015; and

WHEREAS, the City Council reviewed the recommendation and elected to have a public hearing on the rezone consideration; and

WHEREAS, the City Council held a public hearing on March 26, 2015, to receive public input: and

WHEREAS, the City Council reviewed the public input and allowed for a ten-day time frame for objections to the request to be filed on the rezone and the update to the zoning map; and

WHEREAS, the City Council adhered to the procedure for making the Council decision as outlined in the Millville City Ordinance 17.76.050 (C);

NOW, THEREFORE, the City Council of Millville City, Utah, hereby accepts the request for rezoning of property to parcels 03-037-0019, 03-037-0020, 03-037-0055 in Millville, Utah from Open Space (OS) to Residential (R-1).

NOW, THEREFORE, the City Council of Millville City, Utah, also accepts and approves an update to the Millville City Zoning Map.

This ordinance shall become effective upon posting in each of three (3) public places within the corporate limits of Millville City.

ADOPTED AND PASSED by the Millville City Council this ____ day of _____, 2015.

BY:

Michael E. Johnson, Mayor

ATTEST:

Rose Mary A. Jones, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan				
Cindy Cummings				
Julianne Duffin				
Mark Williams				
Ryan Zollinger				

Posted: _____



CACHE COUNTY SHERIFF'S OFFICE

D. CHAD JENSEN, SHERIFF

Matt Bilodeau, Chief Deputy

Brian Locke, Lieutenant

Doyle Peck, Lieutenant

Mike Peterson, Lieutenant

EMPATHY

FAIRNESS

INTEGRITY

PROFESSIONALISM

RESPECT

RESPONSIBILITY

TRUSTWORTHINESS

March 2, 2015

Mayor Mike Johnson
435 N 200 E PO Box 366
Millville, UT 84326

Dear Mayor Johnson,

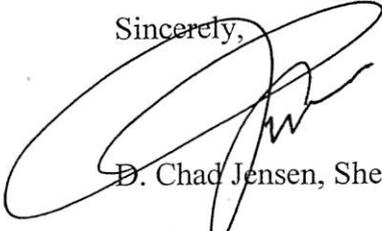
I appreciate the time you have provided me at your council meeting and look forward to meeting with you and your city council in the next few weeks. I am excited about my new role as your elected Sheriff. It has been an exhilarating couple of months and many changes have been made within the Sheriff's Office organization.

Over the span of my career, I have had the opportunity to work with the mayors and city council members, particularly when I was the Patrol Division Commander. I enjoyed the cooperation we had when discussing law enforcement needs in your community and look forward to continuing with those relationships in the future.

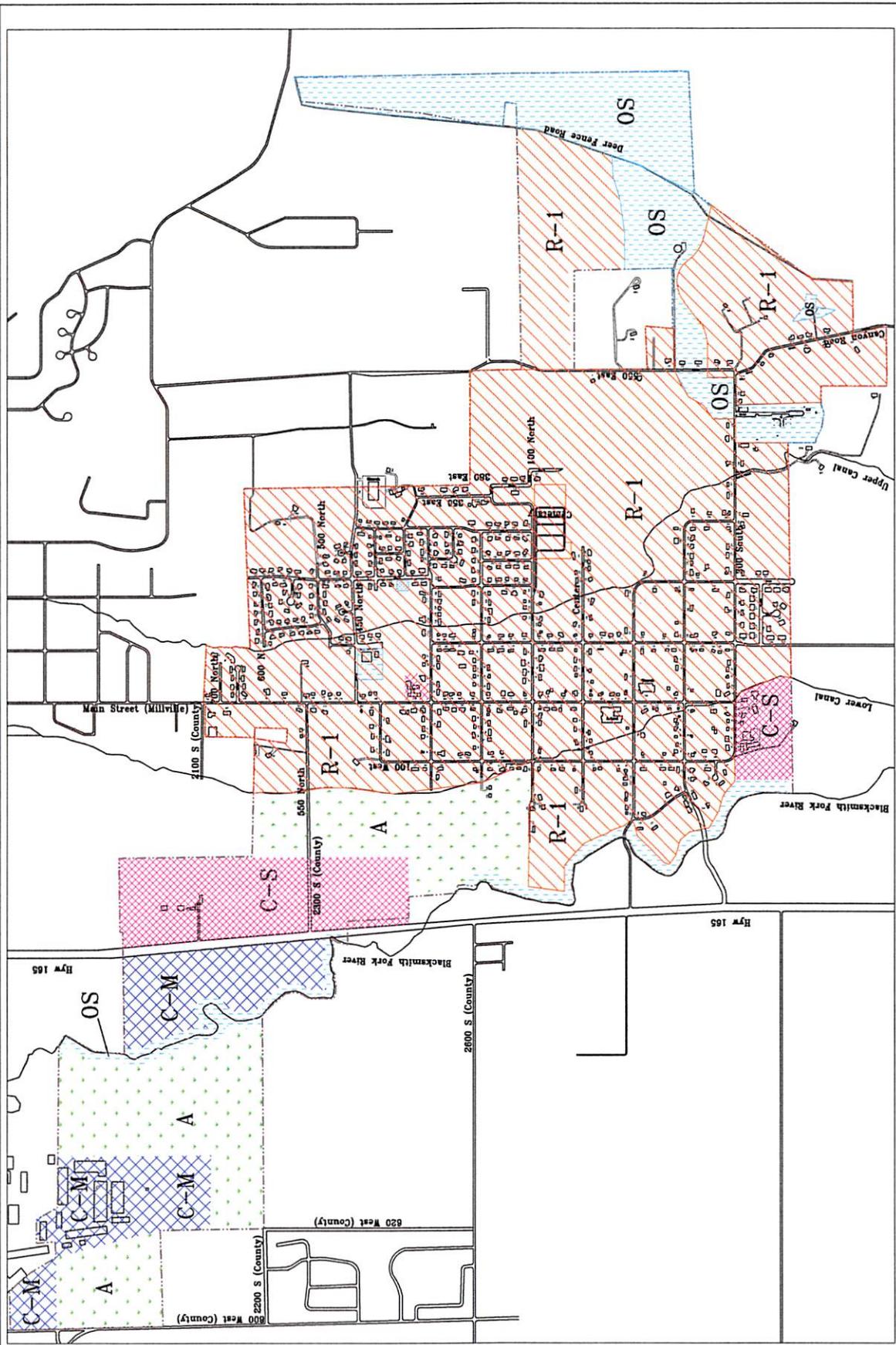
Included with this letter is the law enforcement contract for Millville City. There are some differences from last year's contract, specifically the cost per hour for services. With the reduction of some administrative positions and a fresh look at what the actual patrol costs are, the price per hour was slightly reduced.

I look forward to discussing the contracts and services the Sheriff's Office can provide you and your community in the coming year.

Sincerely,


D. Chad Jensen, Sheriff

Enclosure



Legend:

	Agricultural (A)		Residential (R-1)		Open Space (OS)
	Commercial (C-M)		Commercial (C-S)		

Prepared by: David Dickey
 2 February 2015
 File: Zoning 2015 3-4 r7.dwg
 Ref File: Millmast.dwg

Zoning
 City of Millville

SCALE IN FEET
 0 1000 2000



This is to certify that this map is the official zoning map for the City of Millville, North Carolina, as shown in Section 6-4 of the Millville City Ordinance.

Michael Johnson, Mayor
 Attest: Rose Mary Jones
 City Recorder

Date _____

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND THE
CITY OF MILLVILLE
FOR
LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Inter-local Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and City of Millville, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of the city of Millville, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so

employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all necessary law enforcement investigation, protection and service 24-hours per day to reasonably enforce all State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, by the COUNTY during the period of this Agreement.
- F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.
- 5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
- 6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
- 7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.
9. The COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or fault of the COUNTY, its officers, agents, and employees.
10. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.
11. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2015 and shall run for a one year period. With the consent of the Cache County Council and the Millville City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.
In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.
13. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

14. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 prior to January 1, 2016, the beginning of Cache County's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.
15. The parties agree that the CITY will provide office space of the CITY's choice located in the CITY building for administrative functions of the deputy sheriffs working in the city. Utilities (except the telephone) and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of his duties outside the CITY and adjacent thereto.

IN WITNESS WHEREOF, the City of Millville, by approval of the Millville City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, by approval of the County Council has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County

Approved as to form and as
Compatible with State law:

Craig Buttars, County Executive

ATTEST: (seal)

Clerk

CITY OF Millville

Approved as to form and as
Compatible with State law:

Legal Council

Mayor

ATTEST: (seal)

Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2015 through June 30, 2016. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$48.53 per hour. State Liquor Control Funds will be expended at \$48.53 per hour. State Liquor funds are not part of the contract dollars as they are pass through funds.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 16,111	332
TOTAL	\$	

State Liquor Funds can be paid to the COUNTY as the CITY receives them. The CITY agrees to meet or exceed the level of State Liquor Funds identified above.

The COUNTY will supply, at the direction of the Sheriff, approximately 628 hours additional patrol coverage as available to the CITY.

The CITY shall be charged for only one deputy when that deputy has an additional deputy in training working with them. Reserve deputies while performing their volunteer function will not charged their time to the CITY of Millville.

2014

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND THE
CITY OF MILLVILLE
FOR
LAW ENFORCEMENT SERVICES

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WITNESSETH:

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WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of the city of Millville, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so

employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
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 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
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 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, by the COUNTY during the period of this Agreement.

- F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.

- 5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.

- 6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.

- 7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.

 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.

 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.
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12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2013 and shall run for a one year period. With the consent of the Cache County Council and the Millville City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement. In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.
13. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

14. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 prior to January 1, 20¹⁵, the beginning of Cache County's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

15. ~~The parties agree that the CITY will provide office space of the CITY's choice located in the CITY building for administrative functions of the deputy sheriffs working in the city. Utilities (except the telephone) and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of his duties outside the CITY and adjacent thereto.~~

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2014 through June 30, 2019. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY and State Liquor Control Funds is identified below.

State Liquor Funds are not part of the contract dollars as they are pass-through funds and will be expended separately within the CITY.

CATEGORY	RATE	AMOUNT	HOURS OF SERVICE
Contract Funds 2013-2014 (Last Year)	\$46.00	\$ 15,300 ⁰⁰	333
Contract Funds 2014-2015	\$52.00	\$ 17,316 ⁰⁰	333
Contract Funds 2015-2016	\$54.60	\$ 18,181.⁸⁰	333
Contract Funds 2016-2017	\$57.50	\$ 19,147.⁵⁰	333
Contract Funds 2017-2018	\$60.50	\$ 20,146.⁵⁰	333
Contract Funds 2018-2019	\$63.50	\$ 21,145.⁵⁰	333

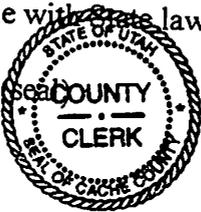
*to be negotiated in future years
MA
6/24/14*

The COUNTY will supply, at the direction of the Sheriff, approximately **637** hours additional patrol coverage as available to the CITY.

CACHE COUNTY

Approved as to form and as Compatible with State law:

ATTEST:



Lynn Lemon
Lynn Lemon, County Executive
Justin Zollinger
Clerk
Christina Deputy CCA
Legal

CITY OF

Approved as to form and as Compatible with State law:

ATTEST: (seal)



M. Johnson
Mayor
Raymond
Clerk
Legal